

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 12		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 73		3. EFFECTIVE DATE April 11, 2006		4. REQUISITION/PURCHASE REQ. NO. 4200149440		5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS31-J/MED		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE PS31-J
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				(✓)		9A. AMENDMENT OF SOLICITATION NO.
				X		9B. DATED (SEE ITEM 11)
						10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA02C
						10B. DATED (SEE ITEM 13) 1/1/04
CODE CAGE- 0T5L1		FACILITY CODE SAP- 103429				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) PR# 4200149440 PLI's 1, 2, 3, 4, and 5		\$23,087,062
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.		
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause, the "Limitation of Funds" clause, and Mutual Agreement	
	D. OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated <u>Estimated Cost</u>	Shared Savings <u>Fee</u>	Award Fee <u>Earned</u>	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$496,587,972	\$0	\$17,620,863	\$11,008,997	\$525,217,832	\$424,300,771
This Modification	\$164,665	\$0	\$0	\$9,880	\$174,545	\$23,087,062
Rev. Base Total	\$496,752,637	\$0	\$17,620,863	\$11,018,877	\$525,392,377	\$447,387,833

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Julia A. Whitt, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey S. Jackson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED April 10, 2006	16B. UNITED STATES OF AMERICA BY /s/ Jeffrey S. Jackson	16C. DATE SIGNED April 11, 2006
/s/ Julia A. Whitt <small>(Signature of person authorized to sign)</small>		/s/ Jeffrey S. Jackson <small>(Signature of Contracting Officer)</small>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
(continued)

The purpose of this modification is to definitize the Contractor's proposal SAIC-P-018 entitled "Marshall Space Flight Center (MSFC) Exploration Systems Mission Directorate Support", Revision A, and dated April 3, 2006. This proposal was submitted in response to NASA/MSFC letter request for proposal PS31J/AA02C-06-192 dated February 23, 2006. In addition, an amount of \$23,087,062 is provided in order to extend contract coverage to August 22, 2006. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is increased by \$669,497. This increase consists of: \$164,665 (from \$496,587,972 to \$496,752,637) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b); \$247,517 (from \$176,454,610 to \$176,702,127) as CLIN 003 (Option Year 1) in paragraph (b); and \$257,316 (from \$176,186,487 to \$176,443,803) as CLIN 005 (Option Year 2) in paragraph (b). The total of Potential Award Fee is increased by \$40,170. This increase consists of: \$9,880 (from \$11,008,997 to \$11,018,877) for the base period reflected in paragraph (a) and as a portion of CLIN 001 in paragraph (b); \$14,851 (from \$10,591,996 to \$10,606,847) as CLIN 003 (Option Year 1) in paragraph (b); and \$15,439 (from \$10,575,908 to \$10,591,347) as CLIN 005 (Option Year 2) in paragraph (b). These amounts are further allocated by contract year for the base period (immediate contract action) as follows:

Paragraph (a)

	Estimated Cost	Potential Award Fee
6/1/06 - 6/30/06	\$23,524	\$1,411
(From \$91,806,631		\$5,510,759)
(To \$91,830,155		\$5,512,170)
7/1/06 - 12/31/06	\$141,141	\$8,469
(From \$91,597,985		\$5,498,238)
(To \$91,739,126		\$5,506,707)
TOTAL	\$164,665 +	\$9,880= \$174,545

- B. Clause B.3, Award Fee for Service Contracts, paragraph (i), is revised to reflect the new Potential Award Fee pools available for the periods 1/1/06 to 6/30/06, and 7/1/06 to 12/31/06. See "A" above for Potential Award Fee "From" "To" details.
- C. Under Section B, Clause B.6, Contract Funding, the total amount allotted by the Government is increased by \$23,087,062 (from \$424,300,771 to \$447,387,833). Of this allotment, an amount of \$23,079,652 will be added to the Estimated Cost line and \$7,410 will be added to the Provisional Award Fee line (in order to fund 75% of the Potential Award Fee amounts for both the current period (1/1/06 - 6/30/06) and the following period (7/1/06- 12/31/06)). As a result, the contract coverage date is revised to August 22, 2006.
- D. As reflected on the Standard Form 30, Modification of Contract, the total contract value is increased by \$174,545 (from \$525,217,832 to \$525,392,377) in recognition of the actions taken in (A) above.
- E. Attachment J-1, Performance Work Statement, Page J-1-21, Section 3.1.7, Exploration Systems Mission Directorate (ESMD) Support, is revised to incorporate the effort definitized by this contract action.
- F. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the proposal referenced in A. above, for the "Marshall Space Flight Center (MSFC) Exploration Systems Mission Directorate Support", Revision A. This plan will not be numbered but will be incorporated as a supplement to Attachment J-7. In addition to reflecting goals for the immediate contract action, this subcontracting plan supplement reflects the total contract value, including all previous modifications, if any, that had a value less than the threshold for requiring submission of a subcontracting plan supplement. Future subcontracting plan supplements will also be incorporated as part of this attachment.
- G. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2
B-3
B-5
B-8
J-1-21

Page(s) Added

B-2
B-3
B-5
B-8
J-1-21
J-7 Supplement 13 (1-6)

- H. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract
Change Identification

Contractor
Proposal Number

NASA/MSFC letter request
For Proposal
PS31-J/AA02C-06-192
dated February 23, 2006

SAIC proposal SAIC-P-018
dated March 20, 2006, and
submitted via SAIC letter
SAIC-05-383 dated
March 20, 2006

SAIC proposal SAIC-P-018
Revision A, dated
April 3, 2006, and
submitted via SAIC letter
SAIC-05-387 dated
April 3, 2006

- I. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 47,472,018		\$2,696,331	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 86,792,101		\$4,851,221	\$0
Base Year 2	1/1/05-6/30/05	\$ 87,948,919		\$4,910,402	\$0
Base Year 2	7/1/05 - 12/31/05	\$ 90,970,318		\$5,162,909	
Base Year 3	1/1/06-6/30/06	\$ 91,830,155			\$ 5,512,170 AF (\$4,189,249 SF) (\$1,322,921 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 91,739,126			\$ 5,506,707 AF (\$4,185,097 SF) (\$1,321,610 OF)
Option Year 1	1/1/07-6/30/07				
Option Year 1	7/1/07 - 12/31/07				
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
	TOTAL	\$496,752,637		\$17,620,863	\$11,018,877

* AF denotes Award Fee
 ** SF denotes Subjective Fee
 ***OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				
001	1	Job	\$496,752,637	\$28,639,740
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 1 (January 1, 2007 thru December 31, 2007)				
003	1	Job	\$176,702,127	\$10,606,847 AF (\$8,061,204 SF) (\$2,545,643 OF)

			Estimated <u>Amount</u>	Maximum <u>Amount</u>
004	1	ID/R	\$0	\$500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
OPTION PERIOD 2 (January 1, 2008 thru December 31, 2008)				
005	1	Job	\$176,443,803	\$10,591,347 AF (\$8,049,424 SF) (\$2,541,923 OF)

			Estimated <u>Amount</u>	Maximum <u>Amount</u>
006	1	ID/R	\$0	\$500,000

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04	\$270,275	\$275,791 (1/1/04 to 3/30/04)
	3/31/04- 6/30/04	\$2,426,056	\$ 2,572,649 AF * (3/30/04 to 6/30/04) (\$1,955,213 SF)** (\$617,436 OF)***
Base Year 1	7/1/04 - 12/31/04	\$4,851,221	\$ 5,207,408 AF (\$3,957,630 SF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05	\$4,910,402	\$ 5,270,936 AF (\$4,005,911 SF) (\$1,265,025 OF)
Base Year 2	7/1/05 - 12/31/05	\$5,162,909	\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06		\$ 5,512,170 AF (\$4,189,249 SF) (\$1,322,921 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,506,707 AF (\$4,185,097 SF) (\$1,321,610 OF)
Option Year 1	1/1/07-6/30/07		
Option Year 1	7/1/07 - 12/31/07		
Option Year 2	1/1/08-6/30/08		
Option Year 2	7/1/08 - 12/31/08		

* AF denotes Award Fee

** SF denotes Subjective Fee

***OF denotes Objective Fee

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

Period

Rate

(b)(4)

B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC--52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
(b)(4)	

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$421,502,812. This allotment is for performance in all areas and covers the following estimated period of performance: contract award through August 22, 2006.

(b) An additional amount of \$25,885,021 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$398,423,160	\$23,079,652	\$421,502,812
Shared Savings Fee	\$0	\$0	\$0
Provisional Award Fee (Funded at 75%)	\$8,256,748	\$7,410	\$8,264,158
Award Fee Earned	<u>\$17,620,863</u>	<u>\$0</u>	<u>\$17,620,863</u>
Total Sum Allotted	\$424,300,771	\$23,087,062	\$447,387,833

(End of clause)

B.7 INDEFINITE DELIVERY/REQUIREMENTS

(a) The completion effort (definite quantity) of this contract is considered to be those services negotiated for the estimated cost and fees for the basic contract period and each priced option period. Work that cannot be sufficiently identified, predetermined, or quantified is identified as Requirements work.

(b) Requirements work is specified as that effort that exceeds the performance bands specified in PWS sections 5.1, MSFC Applications and Web Services, and 3.9.4 and 5.10.4, Maintenance.

- f. Collect user schedules, resolve schedule conflicts, prepare monthly projections of computer time requirements, and issue product schedules in response to customer inputs (DRD 974MA-006).
- g. Provide an interface among the user community, computer operations, and programmers for requirements satisfaction and problem resolution.
- h. Control access to computer programs, databases and libraries.

3.1.3 Site for On-line Learning and Resources (SOLAR)

The contractor shall provide software development; sustaining support; system and database administration; production support; strategic planning for e-training, and course content development for the SOLAR system. Course content development shall meet Federal Accessibility Standards compliance as well as Sharable Content Object Reference Model (SCORM) compliance. Examples of course content are IT Security training, IEMP training, and Safety and Mission Assurance training.

3.1.4 Web Time and Attendance Distribution System (WebTADS)

The contractor shall provide software development and sustaining support as well as production support activities for the WebTADS. Effective November 15, 2005, the work in this section shall be performed as part of PWS 4, IEMP Integration Services.

3.1.5 NASA Acquisition Internet Services (NAIS)

The contractor shall provide software development and sustaining support as well as production support activities for the NAIS.

3.1.6 Dryden Flight Research Center (DFRC) Applications Support

The contractor shall provide sustaining and production support for the DFRC applications until transition to the IEMP suite of applications. This responsibility shall include the installation of the core Agencywide software systems and sustaining support of any site-unique changes to the core. The contractor shall provide support for the transition and for any interfaces required by those site-specific systems that will not be replaced by IEMP. The applications include:

- a. Dryden Accounting and Resource Tracking System (DARTS).
- b. Labor Distribution and Tracking (LABOR) System.
- c. Time and Attendance and Distribution System (TADS).
- d. Integrated Security Information System (ISIS).
- e. NSMS site unique.
- f. NEMS site unique.
- g. NPDMS site unique.
- h. AMS site unique.
- i. NPPS site unique.

3.1.7 Exploration Systems Mission Directorate (ESMD) Support

The contractor shall provide software development, sustaining support, system and database administration, application administration, as well as production support for the Integrated Collaborative Environment (ICE) including WindChill, ProjectLink, PDMLink, Cradle, Active Risk Manager, wInsight, CITRIX, Primavera, Vignette, and an Integration broker.

